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MEMORANDA OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

BUILDING MATERIAL AND CONSTRUCTION
TEAMSTERS, LOCAL 216

1978-79
1987-88 and 1988-89

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

BUILDING MATERIAL AND CONSTRUCTION TEAMSTERS, LOCAL 216

FOR FISCAL YEAR 1978-79

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TABLE OF CONTENTS

SECTION	PAGE NUMBER
1 - Recognition	1
2 - Intent	1
3 - No Strike Provision	2
4 - Objective of the City	2
5 - Holidays	3
6 - Funeral Leave	4
7 - Work Week	5
8 - Work Day	5
9 - Overtime - Compensation	5
10 - Holiday Compensation for Time Worked	5
11 - Wages	6
12 - Health and Welfare	6
13 - Inclement Weather	6
14 - Initiation of Meet and Confer Process	6
15 - Grievance Procedure	6
16 - Sewage Premium Pay	16
17 - Pay for 7355 Truck Driver when Assigned to Different Equipment Classification	16
18 - Agreement Modification	16
19 - Savings Clause	17
20 - Duration of Agreement	18

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter MOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Building Material and Construction Teamsters, Local #216 (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classification:

7355 Truck Driver

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance,

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2. INTENT (cont'd)

resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this MOU, it shall be deemed to remain in full operational effect.

3. NO STRIKE PROVISION

The City and County of San Francisco will not lock out the employees who are covered by this MOU. The employees shall not strike, cause, encourage, or condone a work stoppage or slowdown during the term of this MOU.

4. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

5. HOLIDAYS

Except as otherwise provided in Section V (B), and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and an additional holiday to be taken on a day selected by the employee subject to approval of the Appointing Officer. Both full time and part time temporary employees must complete 6 months continuous service before receiving an additional day; provided that part time temporary employees who are not regularly scheduled, but are employed on an as needed, irregular intermittent or other irregular basis are ineligible for an additional day. Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday: provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702

5. HOLIDAYS (cont'd)

of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

6. FUNERAL LEAVE

The following language is an excerpt from Civil Service Commission Rule 23.02 (d) & (e).

It is the intent and understanding of the City and the Union that the following excerpted language shall in no way amend or alter the meaning, interpretation, or the administration of the CSC Rules.

Absence necessitated by death of mother, mother-in-law, father, father-in-law, husband, wife, child, brother or sister, any person related by family ties who is permanently residing in the household of the employee; provided that in such case the leave shall not extend beyond the date of the burial of said deceased person, or shall not extend beyond the third (3) day after the date of death of such relative, whichever is the earlier, provided further, that if burial is outside of the State of California, one additional day shall be granted. The "date of burial" shall be deemed to include any work shift which begins prior to 6:00 a.m. of the morning immediately following the day of burial.

Absence necessitated by death of other relatives, but leave with pay in such cases shall be for not more than one (1) day to permit attendance at the funeral of the deceased.

7. WORK WEEK

A normal work week for classification 7355 shall consist of forty (40) hours worked from Monday through Friday inclusive.

8. WORK DAY

A normal work day shall be a tour of duty of eight (8) hours completed within not more than nine (9) hours.

9. OVERTIME - COMPENSATION

Overtime compensation shall be paid employees in classification 7355 pursuant to the provisions covering this subject as is contained in the Administrative Provisions of the Salary Standardization Ordinance. Provided, however, that any work performed by employees in classification 7355 on Saturdays or Sundays shall be compensated for at one-and-one-half times the rate of compensation for the normal work schedule.

10. HOLIDAY COMPENSATION FOR TIME WORKED

The following language is an excerpt from Section VI (B) of the 1978-79 Salary Standardization Ordinance.

It is the intent and understanding of the City and the Union that the following excerpted language shall in no way amend or alter the meaning, interpretation, or the administration of the 1978-79 Salary Standardization Ordinance.

Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked.

11. WAGES

The wage rates for the employees covered by this agreement were determined pursuant to Section 8.400, 8.401 and 8.407 of the Charter and, for informational purposes only, are set forth below.

7355	TRUCK DRIVER			
	Light (under 4 yards)	~~41.9~~ Parham 4-11-78	792-870	1716-1885
	Medium (4-12 yards)	~~43.0~~	834-916	1807-1985
	Heavy (over 12 yards)	~~43.1~~ Wilkes 4-15-78	838-920	1816-1993

12. HEALTH AND WELFARE

Effective July 1, 1978, the City agrees to contribute $36.99 per month directly into the City Health Service System for each employee who is a member of the Health Service System.

13. INCLEMENT WEATHER

A. The Employee Relations Division will arrange for the distribution of the action of the Board of Supervisors indicating that the required savings can be made up in other ways as attrition, etc.

B. Grievances dealing with the unfair application of the inclement weather layoff provision shall be initiated at the third step of the Grievance Procedure which is part of this MOU.

14. INITIATION OF MEET AND CONFER PROCESS

The Union agrees to submit to the City, on or before December 30, 1978, its request for changes in the Administrative Provisions of the Salary Standardization Ordinance and the Salary Ordinance.

15. GRIEVANCE PROCEDURE

This grievance procedure shall be used to resolve problems or questions of interpretation which may arise on issues within the definition contained in Section A of the grievance procedure.

GRIEVANCE PROCEDURE

This grievance procedure applies to conditions of employment as set forth by Ordinance or Resolution of the Board of Supervisors, or ratified Memorandum of Understanding of the Board of Supervisors provided that such condition(s) is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in an existing Ordinance or Resolution of the Board of Supervisors, or a Memorandum of Understanding ratified by the Board of Supervisors; provided that such condition of employment is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental memorandum of understanding, the following is the departmental procedure to be followed in the resolution of grievances as defined in paragraph "A" hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP ONE

(a) If a solution, satisfactory to both the grievant and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.

(b) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance-Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.

(c) The Letter of Grievance - Step One, shall contain:

1. the date of the informal discussion,
2. the date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
4. a full and complete explanation of the circumstances of the grievance, and
5. the remedy sought by the grievant.

(d) The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.

(e) The Answer to Letter of Grievance - Step One, shall contain:

1. the date of receipt of the Letter of Grievance, - Step One,
2. the date of the submission of the Answer to Letter of Grievance - Step One, to the grievant,
3. a full and complete explanation of the circumstances of the grievance, and
4. the resolution of the grievance.

STEP TWO

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Two, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step One,
2. date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,
3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Two, shall contain:

1. the date of receipt of the Letter of Grievance - Step Two,

2. the date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

STEP THREE

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Three, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,

2. date of submission of the Letter of Grievance - Step Three, to the appointing authority,

3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter of Grievance - Step Three, to the grievant and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Three, shall contain:

1. the date of receipt of the Letter of Grievance - Step Three,

2. the date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

(e) Unless waived by written mutual agreement of the grievant and the appointing authority a hearing is required at this step.

(f) The seven (7) working day time limit noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

STEP FOUR

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within thirty (30) calendar days of receipt of the answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.

(b) Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

(c) The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director, If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.

(d) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the

hearing officer to hear and consider facts submitted by the parties.

(e) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.

(f) After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.

(g) The decision of the hearing officer shall be final and binding upon the parties.

(h) The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of, a Board of Supervisors ratified Memorandum of Understanding, Ordinance or Resolution.

(i) Each party, (employee, group of employees, or Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter if any, shall be borne and paid in full by the losing party.

In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter if any, shall be determined on a proportional basis by the hearing officer.

E. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

F. TIMELINESS OF GRIEVANCE

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty five (45) day period plus such reasonable discovery period.

G. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or

other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

APPROVED AS TO FORM:
THOMAS M. O'CONNOR
CITY ATTORNEY
BY Milton H. Marer
DEPUTY CITY ATTORNEY

16. SEWAGE PREMIUM PAY

Classification 7355 Truck Drivers who are assigned to a composite sewer maintenance crew and who are working members of the crew shall be entitled to a $3.00 per day premium for such assignment. To be entitled to said premium the Truck Driver must be a working member of the crew and participate or assist in the operation and maintenance of mobile cleaning equipment or performance of manual work as required for the cleaning and maintenance of sewers and appurtenances.

This premium shall be paid only under such circumstances where there is prolonged routine daily contact with untreated sewage.

17. PAY FOR 7355 TRUCK DRIVER WHEN ASSIGNED TO DIFFERENT EQUIPMENT CLASSIFICATION

If a 7355 Truck Driver is assigned to work in a different and higher paying equipment classification during any work day or tour of duty for any period of time less than four (4) hours he/she shall be paid at the higher rate for a period of four (4) hours. If the 7355 Truck Driver works in a different and higher paying equipment classification for a period of time in excess of four (4) hours during any work day or tour of duty he/she shall be paid the higher rate of compensation for the entire work day or tour of duty. This provision shall be applicable only to work performed during a normal work day or tour of duty and shall not be applicable to hours worked as overtime.

7355 Truck Drivers who pull tilt trailers shall be paid a 12 1/2 cent per hour premium for those hours actually spent driving.

18. AGREEMENT MODIFICATION

The parties to this agreement hereby agree to the provisions of Appendix A which is attached hereto and incorporated herein by reference. Appendix A relates to modification of the agreement in relation to the "Jarvis-Gann amendment".

19. SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or as conflicting with subsequently enacted legislation, by any decree of a court, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

20. DURATION OF AGREEMENT

This MOU shall be in effect from July 1, 1978 through and inclusive of June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 13th day of April, 1978.

FOR THE UNION

Morris Less
Secretary-Treasurer

FOR THE CITY AND COUNTY

Milton H. Mares
Chief Labor Negotiator

Jean M. Pral
Employee Relations Representative

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____
ON _____

APPROVED AS TO FORM:
GEORGE AGNOST, CITY ATTORNEY

By _____
James J. Lazarus
Deputy City Attorney

ORIGINAL

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

BUILDING MATERIAL AND CONSTRUCTION TEAMSTERS
LOCAL #216

For Fiscal Years

1987-88 and 1988-89

DOCUMENTS DEPT.

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TABLE OF CONTENTS

		PAGE
1.	RECOGNITION	1
2.	INTENT	1
3.	NO STRIKE PROVISION	3
4.	OBJECTIVE OF THE CITY AND MANAGEMENT RIGHTS	4
5.	WORK WEEK	5
6.	WORK DAY	5
7.	OVERTIME-COMPENSATION	5
8.	PROTECTIVE CLOTHING	6
9.	INCLEMENT WEATHER	6
10.	INITIATION OF MEET AND CONFER PROCESS	6
11.	SEWAGE PREMIUM PAY	7
12.	LEAD MECHANIC/LEAD PERSON PAY	7
13.	PAY FOR 7355 TRUCK DRIVER WHEN ASSIGNED TO DIFFERENT EQUIPMENT CLASSIFICATION	7
14.	GRIEVANCE PROCEDURE	8
15.	STATE UNEMPLOYMENT AND DISABILITY INSURANCE	9
16.	STANDBY PAY	10
17.	AGENCY SHOP	10
18.	SAVINGS CLAUSE	14
19.	DURATION OF AGREEMENT	15
	INFORMATION ITEMS	16
	HOLIDAYS	16
	SICK LEAVE -- BEREAVEMENT	18
	TRAVEL PAY	19
	WAGES	19
	HEALTH AND WELFARE	20
	APPENDIX "A" (GRIEVANCE PROCEDURE)	20
	APPENDIX "B" (MANAGEMENT GRIEVANCE PROCEDURE)	24

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Building Material and Construction Teamsters, Local #216 (hereinafter "Union").

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following Unit 1-F classification:

7355 Truck Driver

This section is included in this MOU for informational purposes only and shall not be interpreted to preclude the City from transferring a particular classification to a more appropriate unit, if circumstances so require.

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Board of Supervisors acting on

behalf of the City, to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers and authority to act as defined by the Charter, state law, California Constitution, and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this MOU, it shall be deemed to remain in full operational effect.

3. NO STRIKE PROVISION

It is mutually agreed and understood that during the period this MOU is in force and effect the Union will not authorize or engage in any strike, slowdown, or work stoppage.

As required by the Charter, represented employees are also bound by the above and to the extent required by the Charter, agree not to honor a strike or picket line of any other City employees.

The City agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this MOU.

4. OBJECTIVE OF THE CITY AND MANAGEMENT RIGHTS

It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

The City and County of San Francisco and its Departments retain all rights as set forth in the provisions in the Charter of the City and County of San Francisco, existing ordinances and Civil Services rules establishing and regulating the Civil Service System; provided, however, that amendments to said existing ordinances and civil service rules may be proposed through the meeting and conferring process. These rights include but are not limited to the power, duty and right to: direct the

work of employees; hire, promote, assign and retain employees; suspend or terminate employees, evaluate employees; determine and implement the methods, means, assignments, classifications and personnel by which its operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer its budget. The City and its Departments have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this MOU, so long as these rules and regulations or any of the other rights in this paragraph do not conflict with any term or condition of this MOU.

5. WORK WEEK

A normal work week for classification 7355 shall consist of forty (40) hours worked from Monday through Friday inclusive. Upon the request of the City, the Union agrees to meet and confer regarding the establishment of work shifts of other than Monday through Friday.

6. WORK DAY

A normal work day shall be a tour of duty of eight (8) hours completed within not more than nine (9) hours.

7. OVERTIME-COMPENSATION

Overtime compensation shall be paid employees in classification 7355 pursuant to the provisions covering this subject as is contained in the Administrative Provisions of the

Salary Standardization Ordinance. Provided, however, that any work performed by employees in classification 7355 on Saturdays or Sundays shall be compensated for at one-and-one-half times the rate of compensation for the normal work schedule.

8. PROTECTIVE CLOTHING

Employees in the class 7355 Truck Driver shall be provided with coveralls and raincoats as deemed appropriate by and authorized by the Appointing Officer.

9. INCLEMENT WEATHER

A. The Employee Relations Division will arrange for the distribution of the action of the Board of Supervisors indicating that the required savings can be made up in other ways as attrition, etc.

B. Grievances dealing with the unfair application of the inclement weather layoff provision shall be initiated at the third step of the Grievance Procedure which is part of this MOU or the appropriate step of Civil Service Commission Rule 18 when amended.

10. INITIATION OF MEET AND CONFER PROCESS

The Union agrees to submit to the City its requests for changes in the Administrative Provisions of the Salary Standardization Ordinance to conform to the Salary Standardization Ordinance schedule set by Civil Servcie for the

fiscal year in which this Memorandum of Understanding will expire.

11. SEWAGE PREMIUM PAY

Classification 7355 Truck Drivers who are assigned to a composite sewer maintenance crew and who are working members of the crew shall be entitled to a $3.00 per day premium for such assignment. To be entitled to said premium, the Truck Driver must be a working member of the crew and participate or assist in the operation and maintenance of mobile cleaning equipment or performance of manual work as required for the cleaning and maintenance of sewers and appurtenances.

This premium shall be paid only under such circumstances where there is prolonged routine daily contact with untreated sewage.

12. LEAD MECHANIC/LEAD PERSON PAY

The class of 7355 Truck Driver will be designated as being added to be eligible to receive lead mechanic/lead person pay at $5.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job where at least two "mechanics" are assigned.

13. PAY FOR 7355 TRUCK DRIVER WHEN ASSIGNED TO DIFFERENT EQUIPMENT CLASSIFICATION

If a 7355 Truck Driver is assigned to work in a different and higher paying equipment classification during any work day or

tour of duty for any period of time less than four (4) hours, he/she shall be paid at the higher rate for a period of four (4) hours. If the 7355 Truck Driver works in a different and higher paying equipment classification for a period of time in excess of four (4) hours during any work day or tour of duty, he/she shall be paid the higher rate of compensation for the entire work day or tour of duty. This provision shall be applicable only to work performed during a normal work day or tour of duty and shall not be applicable to hours worked as overtime.

Employees in class 7355 Truck Driver who tow tilt trailers, trailers or other equipment over 6000 pounds gross (class I California Driver license required) shall be paid $0.50 per hour premium for those hours actually spent driving.

Employees in class 7355 Truck Driver who operate semi-tractor trailer combinations (class I California Driver license required), e.g., Equipment Transport, End Dumper, or Flow-Boy operation, shall be paid a $1.25 per hour premium for those hours actually spent driving.

14. GRIEVANCE PROCEDURE

A. It is agreed that Civil Service Rule 18 will be the grievance procedure to be utilized regarding this Memorandum of Understanding. For convenience of the parties and for informational purposes only, a copy of the Civil Service Commission Rule 18 is attached hereto and is identified as Appendix "A".

If Rule 18 is no longer in effect or is amended so that its applicability is not binding on the parties hereto, they will, upon request of either party, meet and confer for the purpose of negotiating a new procedure.

B. Management Grievances. It is agreed that the grievance procedure contained in Appendix "B" shall be utilized to resolve management allegations that the Union has failed to abide by or comply with a provision of this MOU.

15. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

A. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the State Disability Insurance program, the Board of Supervisors shall immediately take any and all necessary action to enroll such representation units and all employees therein.

B. In the event any bargaining unit, covered by this MOU, elects coverage in State Disability Insurance as provided in paragraph (A) of this section, the payment of sick leave pursuant to Rule 23 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the durations of

the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

16. STANDBY PAY

Employees in class 7355 Truck Driver who, as part of the duties of their position, are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for performance of their regular duties and who are provided with a portable electronic paging system, shall be paid 10% of their regular straight time rate of pay for the period of such standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.

17. AGENCY SHOP

A. Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classification represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.

If agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit.

Thereafter, the City and the Union shall meet and confer regarding procedures for the implementation and administration of an agency shop.

B. Once agency shop has been established pursuant to the implementation procedures outlined in Section A. above, the following shall prevail.

Section 1: APPLICATION. Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 1 when on paid status.

These provisions shall not apply to individual employees of the City in representation Unit 1 who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.

The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Ordinance.

Section 2: AGENCY SHOP FEE. All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal. A description of the actual fee setting procedure shall be added to this MOU as an addendum when established.

Section 3: RELIGIOUS EXEMPTIONS. Any employee of the City in a classification described in Section 1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

Section 4: PAYROLL DEDUCTIONS: The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.

The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.

Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union, and shall so inform the Controller on a form provided by the City. Employees shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Said employees shall also be notified of their right to make direct payments to the Union. Failure to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

Section 5: REVOCATION OF THE AGENCY SHOP FEE. The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

Section 6: INDEMNIFICATION. The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.

18. SAVINGS CLAUSE

Should any part of this MOU be determined to be contrary to law, such invalidation of that part or portion of this MOU shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

19. DURATION OF AGREEMENT

This MOU shall remain in full force and effect from July 1, 1987 through and inclusive of June 30, 1989. The Union agrees to serve written notice to the City on or before December 30, 1988 of its desire to amend or otherwise modify this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 18 day of June, 1987.

FOR THE UNION

Dallas G. Allen,
Secretary/Treasurer
Building Material & Construction
Teamsters, Local #216

FOR THE CITY AND COUNTY

John Liebert
Employee Relations Director

Marie Corlett Blits
Employee Relations Director

William F. Danielson
Employee Relations Administrator

APPROVED AS TO FORM:
LOUISE RENNE, CITY ATTORNEY

By 6/26/87
Jerry Spain
Deputy City Attorney

APPROVED AND ADOPTED BY
THE BOARD OF SUPERVISORS
BY RESOLUTION NO. _____
ON _____

INFORMATION ITEMS

The following items are included for information only and are not a part of the foregoing M.O.U.

HOLIDAYS

The following language is a partial excerpt from Section VI of the 1987-88 Salary Standardization Ordinance.

It is the intent and understanding of the City and the Union that the following excerpted language shall in no way amend or alter the meaning, interpretation, or the administration of the 1987-88 Salary Standardization Ordinance.

Except as otherwise provided in Section V.B., and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and two additional holidays to be taken on days selected by the employee subject to approval of the appointing officer. Both full-time and part-time temporary employees must complete six (6) months continuous service before receiving the additional days, except in the San Francisco Unified School District and the San Francisco Community College District when a particular day has been determined to be a floating holiday for all of the employees in the Department; provided further that all part-time temporary employees who are not regularly scheduled, but are employed on an as-needed, irregular, intermittent or other irregular basis are ineligible for the additional days.

Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current Fiscal Year.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

Employees who are terminated from City employment and at such time have at least six (6) months of continuous service with the City in the current calendar year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall be, upon termination of employment, entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months of service shall be entitled to be paid for the remaining one.

Upon adoption of a resolution by the Board of Supervisors, the September 9 Admission Day holiday may be exchanged for a holiday known as The Day After Thanksgiving.

A. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Friday as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time and one-half the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a proportionate amount for more or less than eight (8) hours worked, provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of Section V.B. herein.

Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

SICK LEAVE -- BEREAVEMENT

The following language is an excerpt from Civil Service Commission Rule 22.02 A.3(c) and is contained herein for informational purposed only. At such time as Civil Service Commission Rules regarding sick leave are amended, the language contained herein shall be superseded.

It is the intent and understanding of the City and the Union that the following excerpted language shall in no way amend or alter the meaning, interpretation, or the administration of the CSC Rules.

(i) Absence because of the death of an employee's parents, step-parents, grandparents, parents-in-law, spouse, sibling, child, stepchild, adopted child, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two additional working days shall be granted in conjunction with the Bereavement Leave if travel outside the State of California is required as a result of the death.

(ii) Absence because of the death of other relatives. Leave shall be for not more than one (1) working day; however, two additional working days shall be granted if travel outside the State of California is required as a result of the relatives's death.

TRAVEL PAY (EXCERPTED SSO SECTION IV.S.)

Employees covered by this MOU who reside in the City and County of San Francisco and are assigned to work at San Francisco International Airport shall be reimbursed for travel expenses to and from San Francisco International Airport in the amount of Two Dollars Thirty Cents ($2.30) per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Civil Service Commission stating that their legal residence is at a particular address in the City and County of San Francisco.

WAGES

The wage rates, effective July 1, 1987, for the employees covered by this agreement were determined pursuant to Sections 8.400, 8.401 and 8.407 of the Charter and, for informational purposes only, are set forth below:

7355 Truck Driver	Entrance	Upon Completion of 6 months
Light (under 4 cubic yards water level)	1214	1336
Medium (4-12 cubic yards water level. Walk-in vans and other new construction type units over 4 yards)	1304	1436
Heavy (over 12 cubic yards water level. 3 axle construction trucks and special construction type units; sweepers, tractors, loaders, etc.)	1401	1543

HEALTH AND WELFARE

Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. The rate per month for fiscal 1987-88 is $92.24. The level of benefits is set pursuant to the Charter.

RULE 18

EMPLOYEE RELATIONS - GRIEVANCE PROCEDURE

Section 18.01. PROGRAM SCOPE AND PRINCIPLES

These rules and results are promulgated in order to improve employer-employee relations and are designed to permit any employee and/or the employee's representative as herein provided, a procedural method by which any grievance, as defined in Section 18.02, may be resolved in an expeditious and orderly manner.

Section 18.02. DEFINITIONS

A. A grievance shall be any dispute concerning the interpretation or application of the provisions of a memorandum of understanding, or in the absence of a memorandum of understanding, a dispute concerning department rules and regulations governing personnel practices or working conditions. The written grievance must state the circumstances on which the grievant claims to be aggrieved and the redress the grievant seeks. Grievances shall be considered only on matters within the power of the appointing officer to act.

EXCLUSIONS: Civil Service

1. No grievance shall be considered on position classification, examination or other civil service matters where Charter authority or Civil Service Commission Rules provide a different appellate process.

2. No grievance shall be considered on disciplinary actions where a different appellate process is provided for under the Charter.

3. Items subject to the meet and confer process where the ordinance provides a different appellate process.

4. No grievance shall be considered on performance evaluation. Under Section IX of the evaluation instruction form, if an employee can document that there was no factual basis for the evaluation, or there was bias, or proper procedures indicating the section or factor of the evaluation being questioned. The statement will be attached to the evaluation form and will be available for review and action if warranted.

B. Employee: Any City and County employee in the service, regardless of status.

C. Immediate Supervisor: The individual who immediately assigns, reviews or directs the work of an employee.

D. Intermediate Supervisor: Next highest supervisor to be based on the organizational pattern of the department as determined by the appointing officer.

E. Appointing Authority: The head of the department having the lawful power to make appointments or to remove persons from positions in the City and County service.

F. Representative: A labor or employee organization and/or individual who appears at the request of and on behalf of the employee(s).

G. Witness: Any persons who the grievant wishes to appear to assist the employee in establishing the facts of the grievance. The number of witnesses providing substantially the same information may be limited by the supervisor or appointing officer.

Section 18.03. GRIEVANCE PROCEDURE

A. General Provisions

1. Appointing officers shall prepare reasonable rules or regulations concerning employee representative's contacts with employees on City facilities during working hours. Such rules or regulations shall be written in such a manner as not to hinder or impair the implementation of the grievance procedure as provided by this rule.

2. The steps in the procedure set forth herein shall be followed unless it is agreed by the appropriate supervisor and the grievant that the grievance should be started at Step 3 or Step 4. In large departments made up of divisions, bureaus, sections or institutions, the additional intermediate supervisor shall be included regularly as part of the procedural steps.

The appointing officer and the grievant may agree that in any particular case, one additional intermediate supervisor should be added to the procedural steps listed below.

3. If the supervisor or appointing officer fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered to be solved.

4. The time limits set forth in this grievance procedure may be extended by mutual agreement of the appointing officer and the grievant.

B. Step 1 - Immediate Supervisor (Oral)

1. The employee and/or representative if requested by the employee shall explain, orally, the grievance to the employee's immediate supervisor, if the grievance starts at Step 1.

2. The supervisor shall reach a decision and communicate it orally to the employee and/or representative within five (5) working days of being told of the grievance.

C. Step 2 - Immediate Supervisor

1. If the employee is not satisfied with the decision rendered, the employee and/or representative shall submit the grievance in writing within five (5) working days to the immediate supervisor on the employee grievance form.

2. The immediate supervisor shall notify the employee and/or representative in writing on the employee grievance form of the decision and the reasons within five (5) working days from the date of presentation of the grievance.

D. Step 3 - Intermediate Supervisor

1. If the grievance is not resolved at Step 2, the employee and/or representative shall use the employee grievance form to submit the grievance in writing to the employee's intermediate supervisor as defined in Section II of the employee grievance form. A grievance will be considered to be resolved unless the grievance is filed with the intermediate supervisor not later than give (5) working days after the date of the decision was returned to the employee by the immediate supervisor.

2. After review and discussion with all involved parties, the intermediate supervisor shall use the employee grievance form to notify the employee of the decision and the reasons. This form shall be returned to the employee within five (5) working days of receipt of the grievance.

E. Step 4 - Appointing Officer

1. If the grievance is not resolved at Step 3, the employee and/or representative shall use the same employee grievance form to submit the grievance to the appointing officer within five (5) working days after the date of notification of the decision by the intermediate supervisor.

2. After review and discussion with all involved parties, the appointing officer shall use the grievance form to notify the employee of the decision and the reasons. This form shall be returned to the employee within ten (10) working days of receipt of the grievance.

F. Step 5 - Arbitration Process

1. If the grievance is not resolved at Step 4 and the employee requests final and binding arbitration, the employee and/or representative shall submit the same employee grievance form to the appointing officer within five (5) working days of the receipt of the appointing officer's decision.

The employee and/or representative shall be entitled to decide whether the American Arbitration Association or the California State Conciliation Service will administer the arbitration and shall notify the appointing officer of the employee's decision as part of the written request for arbitration. If the employee does not so indicate preference, the appointing officer shall decide which agency will administer the arbitration. The appointing officer shall then initiate arbitration by contacting either the American Arbitration Association or the California State Conciliation Service, whichever is selected as above, within ten (10) working days from the date the employee requests arbitration. If the appointing officer does not initiate arbitration as indicated above, the employee may do so within seven (7) additional working days.

2. If the appointing officer requests arbitration, the appointing officer shall initiate arbitration by contacting the American Arbitration association or the California State Conciliation Service and shall give notice to the other party or parties.

3. The arbitrator shall be an impartial person selected from either the American Arbitration Association or the California State Conciliation Service, the agency to be determined as indicated above. The agency shall provide both parties to the grievance with an identical list of five (5) names. If both parties to the grievance cannot agree on an arbitrator from the list provided, within seven (7) days from receipt of the list, they shall have five (5) additional days to strike names alternately from the list until only one name is left. The cost of arbitration shall be equally shared by the employee and the department.

4. The arbitrator's decision cannot supersede Charter provisions, Civil Service Commission Rules, ordinances, memoranda of understanding, the Administrative Code, financial and budgetary appropriations and such other rules and regulations.

MANAGEMENT GRIEVANCE PROCEDURE

City or departmental management may grieve an alleged violation of this MOU by the Union, as follows:

Step One

The City or one of its managers having a grievance shall first discuss it with the appropriate Union representative and try to work out a satisfactory solution in an informal manner. A grievance shall be defined as an allegation that the Union has failed to abide by or comply with a provision of this MOU.

Step Two - Submission to the Union

If a solution to the grievance satisfactory to the grievant at Step One, is not accomplished by informal discussion, the grievant or the grievant's representative shall within seven (7) working days of the informal discussion submit the matter in writing to the Union Head. Within seven (7) days of receipt of the written grievance, the Union Head shall hold a hearing on the grievance and give his/her decision in writing to the grievant.

Step Three - Arbitration

A. If the grievance is not resolved at Step Two, the grievant or the grievant`s representative may submit the matter to final and binding arbitration. The grievant and/or representative shall be entitled to decide whether the American Arbitration Association or the California State Conciliation Service will administer the arbitration and shall so notify the Union as part of the written request for arbitration within 10 working days of the receipt of the response from the Union Head.

B. The grievant or representative shall initiate arbitration by contacting the American Arbitration Association or the California State Conciliation Service, as determined above.

The arbitrator shall be an impartial person selected from either. The American Arbitration Association or the California State Conciliation Service, as determined above.

The agency shall provide both parties to the grievance with an identical list of five (5) names. If both parties cannot agree on an arbitrator from the list provided, within seven (7) days from receipt of the list, they shall have five (5) additional days to strike names alternately from the list until only one name is left. The cost of arbitration shall be equally shared by the Union and the City.

C. The arbitrator's decision cannot supercede Charter provisions, Civil Service Commission Rules, Ordinances, Memoranda of Understanding, the Administrative Code, financial and budgetary appropriations and such other rules and regulations.

The arbitrator's decision shall be based on law and substantial evidence.